



Business Improvement Grant (BIG) Program Waiver, Indemnity and Release

IN CONSIDERATION OF the Redevelopment Agency of the City of Chula Vista approving the Business Improvement Grant for _____Business Name_____, Grantee does hereby:

1. UNCONDITIONALLY AGREE TO WAIVE, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS, AND COVENANT NOT TO SUE the Redevelopment Agency of the City of Chula Vista, the City of Chula Vista, their respective officers, agents and employees ("City"), from and against any and all losses, damages, demands, claims and costs (including court costs and attorneys fees) (collectively "Losses") arising from the making of the BIG Grant, or the performance of the Work. This provision shall not apply to Losses arising from the sole negligence or willful misconduct of City.
2. AGREE AND EXPRESSLY ACKNOWLEDGE that the foregoing Waiver, Release and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion of this Agreement is held invalid, that the balance shall continue in full force and effect.
3. ACKNOWLEDGE AND AGREE that Grantee is responsible for selecting the Contractor; that Grantee is responsible for overseeing the quality of the Work performed by the Contractor(s); that the City of Chula Vista/Redevelopment Agency has duly informed Grantee that the City will not intercede in any dispute which might arise between the Contractor and Grantee, and that the City of Chula Vista/Redevelopment Agency has no responsibility or obligation to Grantee regarding the quality or performance of the Work.
4. CERTIFY that Applicant has the authority to sign this document on behalf of the Grantee.
5. UNDERSTAND AND EXPRESSLY ACKNOWLEDGE that the Redevelopment Agency of the City of Chula Vista is relying on representation that Applicant has authorization to sign this document.
6. CERTIFY that Grantee/Applicant has read this document, understands its content; voluntarily signs this Waiver, Indemnity and Release; and further agrees that no oral representations, statements, or inducements apart from this written agreement have been relied upon.

DATE: _____

SIGNATURE: _____

NAME: _____

(please print)